

# CONTRACT

January 19, 2004

Prepared for:

**Scott County**

**EMA**



# OVERVIEW

Scott County (the "Client") is in need of certain mapping or GIS related products and services for use in public safety. WTH Engineering Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

## DESCRIPTION OF PRODUCTS AND SERVICES

### Think Map Software

The Client will be provided with 17 **Think Map licenses** to be used in the following manner: 3 - Law Enforcement, 6 - Fire Department, 1 - EMS, 6 - Area Planning, and 1 - County Health Department. This software may be installed on stand alone computers or on a server but use of the software is limited to 17 licenses. Each computer where Think Map is used must be registered with The Company. The hardware requirements for using the Think Map software are as follows.

System Requirements	Minimum	Recommended
Operating System	Win98SE, WinNT, Win2000, WinXP	
Processor	Pentium or equivalent	PII-300 Mhz or faster
Memory (RAM)	128 MB	256 MB
Available hard disk space required on server or stand alone computers	500 Meg for software + map layers. Plus 2 to 40 Gig for aerial photography images depending on coverage area and resolution.	40 Gig
Available hard disk space required on workstations when data stored on server	Less than 100 Meg.	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better.	17" monitor, 16 bit color, 1024 X 768 resolution.
Internet Access	Required for support services	
Other	CD drive, mouse, keyboard,	

The **Base Map** will consist of the existing GIS data layers for Scott County. These include:

- Aerial Photography
- Section Lines
- Bridges
- Parcels
- Flood Data
- Topography
- Boundaries
- Water
- Soils
- Roads, Highways and Railroads
- Road Segmentation
- Addresses
- Voter Districts

### Emergency Response Boundaries

The Company will draw the remaining emergency response boundaries (ESNs) onto the county's base map. The Client must provide a map source on which the boundaries and place names are marked.

### Cameo Interface

The Company will provide an interface between Cameo software and Think Map.

### **Data Sharing**

One year of continuous synchronization of county information to State Public Safety agencies.

### **On-Site Installation and Training**

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

### **Customer Service**

Customer service is included under the Parcels contract and includes:

- **Software Upgrades**

Any enhancements made to the Think Map system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- **Data Synchronization**

This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think Map program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to WTH Engineering's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection.

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- **Phone Support**

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

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- **Off Site Data Backup**

The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

## DELIVERY AND INVOICING SCHEDULE

	<b>Delivery Date from Contract Signing</b>	<b>Description</b>	<b>Invoice Date from Contract Signing</b>	<b>Amount</b>
Delivery	30 Days	17 Think Map licenses + the following Map Layers: Base Map Remaining ESN's Cameo Interface Data Sharing Installation and Training	30 Days*	\$12,750  \$1,000 \$1,500 \$1,500
<b>TOTAL</b>				<b>\$16,750</b>

\* Number of days after the signing of this contract and the delivery of all source materials by the Client. The delivery dates will be reviewed once the contract is signed and may be adjusted if needed.

## LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this agreement or the performance of breach thereof, even if such part has been advised of the possibility thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

# SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 2 day of FEB 2004.

**Company:**  
**WTH Engineering, Inc.**

**Client:**  
**Scott County, Indiana**  
**EMA**

Signature: *Rex Jones*

Name: Rex Jones

Title: President

Date: \_\_\_\_\_

Signature: *Charles S. Meyer*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 2/2/04

Signature: *Carl A. Stout*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 2/2/04

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: *Mark Hayes*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 2/2/04



www.wthengineering.com  
567 W. Westfield Blvd.  
Indianapolis, IN 46208  
Phone (317) 259-0105  
Fax (317) 259-1423



# SERVICE PLAN ADMMENDMENT

## BILLING INFORMATION

CUSTOMER SCOTT COUNTY EMERGENCY COMMUNICATIONS CTR.

ATTN: GREG BROWN

ADDRESS 85 EAST WARDELL

CITY/STATE/ZIP SCOTTSBURG, IN. 47170

PHONE (812) 752-8440

## SERVICE INFORMATION

CONTACT GREG BROWN

LOCATION 85 EAST WARDELL

PHONE 812-752-8440

ACT NO. 6076

1012 South Sixth Street  
Louisville, KY 40203  
(502) 587-7384

DATE 1/28/2004

PG. 1

OF 2

SERVICE CONTRACT BEGINS: 1-1-04 TO 12-31-04

## Special Instructions & Agreement Conditions

### 7 X 24 Coverage Includes:

Coverage 7 days per week, 24 hours per day, 365 days a year. Covers all costs associated with parts, labor and travel to repair Scott County's 911 Dispatch Equipment due to normal wear and tear. After hours service available at \$00.00 per hour labor and \$00.00 labor charge.

### Priority Service: Under one hour response by phone.

### Under four hours on site response.

Public safety entities receive our highest level of response.

Scott County 911 receives a Preferred Labor rate for charges that are not covered under this agreement (i.e., damage repairs, programming, etc.)

### CRT burn in is not covered.

Radio Communications systems maintains a system inventory.

### Annual Preventive Maintenance Inspection.

ALL WORK TO BE PERFORMED BY RADIO COMMUNICATIONS SYSTEMS OR

THEIR AUTHORIZED REPRESENTATIVE. NORMAL SERVICE HOURS ARE

MON-FRI, 8:00AM - 4:00PM (EXCEPT RCS & NATIONAL HOLIDAYS)

RCS REPRESENTATIVE

DATE

EQUIPMENT TYPE / DESCRIPTION	SERIAL NUMBER	MODEL NUMBER	PLACE OF SERVICE	COST PER UNIT
CENTRACOM CONSOLE INCLUDES:				
Operator Position 1	B1822	404CAK0127	Cust. LOC.	\$45.00
Operator Position 2	B1822	404CAK0128	Cust. LOC.	\$45.00
Operator Position 3	B1822	404CAK0116	Cust. LOC.	\$45.00
Central Electronics Bank	B1840	404CAK0116	Cust. LOC.	\$37.50
Base Interface Module	B1840	228CAK0138	Cust. LOC.	\$8.98
Base Interface Module	B1840	228CAK0139	Cust. LOC.	\$8.97
Base Interface Module	B1840	228CAK0140	Cust. LOC.	\$8.97
Base Interface Module	B1840	228CAK0141	Cust. LOC.	\$8.97
Base Interface Module	B1840	228CAK0142	Cust. LOC.	\$8.97
Base Interface Module	B1840	228CAK0143	Cust. LOC.	\$8.97
Base Interface Module	B1840	228CAK0144	Cust. LOC.	\$8.97
Base Interface Module	B1640	404CAK0117	Cust. LOC.	\$8.97
Base Interface Module	B1840	404CAK0118	Cust. LOC.	\$8.97
Base Interface Module	B1840	404CAK0119	Cust. LOC.	\$8.97
TOTAL PG. 1				\$262.21
TAX				\$0.00
SUB TOTAL				\$262.21

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS ON THE BACK OF THIS  
AGREEMENT. WHEN THIS AGREEMENT IS ACCEPTED BY RADIO COMMUNICATIONS SYSTEMS, THE  
EQUIPMENT LISTED WILL BE MAINTAINED BY RADIO COMMUNICATIONS IN ACCORDANCE WITH THE  
TERMS & CONDITIONS PRINTED ON THE BACK. ANTENNAS, BATTERIES, CATASTROPHIC FAILURE, OR  
DAMAGE DUE TO ACTS OF GOD, ABUSE OR MISUSE ARE NOT COVERED UNDER THIS AGREEMENT. THE  
INTENTION OF THIS AGREEMENT IS TO COVER DAMAGE CAUSED BY NORMAL WEAR AND TEAR.

CUSTOMER AUTHORIZED SIGNATURE Charles S. Meyer DATE 01-02-04

James A. Spawch DATE 1-29-04



1012 South Sixth Street  
Louisville, KY 40203  
(502) 587-7384

CUSTOMER	SCOTT COUNTY EMERGENCY COMMUNICATIONS CTR
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ATTN: GREG BROWN

ADDRESS 85 EAST WARDELL

CITY/STATE/ZIP SCOTTSBURG, IN. 47170

PHONE (812) 752-8440

### SERVICE INFORMATION

**CONTACT GREG BROWN**

LOCATION	85 EAST WARDELL
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**PHONE** 812-752-8440

ACCT NO. 6076

PLACE OF SERVICE	COST
	PER UNIT
Cust. Loc.	\$8.97
Cust. Loc.	\$8.97
Cust. Loc.	\$8.97
Cust. Loc.	\$8.97
Cust. Loc.	\$8.97
Cust. Loc.	\$8.97
Cust. Loc.	\$50.00
Cust. Loc.	\$50.00
Cust. Loc.	\$50.00
Cust. Loc.	\$50.00
Cust. Loc.	\$50.00
Cust. Loc.	\$25.00
Cust. Loc.	\$25.00
Cust. Loc.	\$25.00
TOTAL PG. 2	\$562.79
TOTAL PG. 1	\$262.27
TAX	\$0.00
MONTHLY TOTAL	\$625.00

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT. WHEN THIS AGREEMENT IS ACCEPTED BY RADIO COMMUNICATIONS SYSTEMS, THE EQUIPMENT LISTED WILL BE MAINTAINED BY RADIO COMMUNICATIONS IN ACCORDANCE WITH THE TERMS & CONDITIONS PRINTED ON THE BACK. ANTENNAS, BATTERIES, CATASTROPHIC FAILURE, OR DAMAGE DUE TO ACTS OF GOD, ABUSE OR MISUSE ARE NOT COVERED UNDER THIS AGREEMENT. THE INTENTION OF THIS AGREEMENT IS TO COVER DAMAGE CAUSED BY NORMAL WEAR AND TEAR.

**CUSTOMER AUTHORIZED SIGNATURE**

DATE \_\_\_\_\_

DATE	1/28/2004
PG.	2
OF	2
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RCS REPRESENTATIVE

DATE \_\_\_\_\_